2017L000160

IN THE CIRCUIT COURT
TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

Kahalah M. Clay
Transaction ID: 17102709
17L160
FILEDATE: 03/28/2017
GLENN CARNES

| | | |
|---|---|---|
| DARREN POPEJOY, | ) | |
| Plaintiff, | ) | |
| | ) | |
| v. | ) | No. 17-L-160 |
| | ) | |
| FEDERATED MUTUAL INSURANCE COMPANY, | ) | |
| | ) | |
| Defendant. | ) | |

## COMPLAINT

COMES NOW Plaintiff, Darren Popejoy, by and through his attorneys, Cates Mahoney, LLC, and for his Complaint against Defendant, Federated Insurance Company, states as follows:

## PLAINTIFF

1. At all times relevant herein, Darren Popejoy was a resident and citizen of Nashville, Illinois located in Washington County.

## DEFENDANT

2. Defendant, Federated Mutual Insurance Company (*hereinafter* "Federated"), is a Minnesota corporation, authorized to transact business in the State of Illinois, has an office in St. Clair County, Illinois, and was transacting business in St. Clair County, Illinois.

## JURISDICTION AND VENUE

3. Venue is proper in St. Clair County, Illinois, pursuant to 735 ILCS 5/2-102, as Defendant is authorized to transact business in Illinois and maintains an office in St. Clair County.

EXHIBIT 1

4. This Court has jurisdiction of the subject matter pursuant to 735 ILCS 5/2-209(a)(1), (a)(2), (a)(3) and (a)(4) as Defendant transacts business in this State; committed a tortious act in this State; owns, uses and possesses real estate in this State; and contracts to insure people and property located within this State.

## FACTS

5. On April 2, 2015, Plaintiff was operating a vehicle owned by his employer, Huels Oil Company, Inc. (*hereinafter* "Huels Oil").

6. Plaintiff was stopped in the westbound lane of Old Route 50 in Carlyle, Illinois, waiting to turn left into the driveway of Huels Oil when he was rear-ended by another driver at the approximate speed of 55 miles per hour.

7. As a result, Plaintiff suffered traumatic injuries. Plaintiff's resulting medical expenses and other non-economic damages far outweighed the liability insurance policy limits of the at-fault driver.

8. The at-fault driver's liability insurance applicable to the collision, did not and does not provide adequate coverage for the claims and damages asserted by Plaintiff.

## COUNT I – Breach of Contract

9. Plaintiff alleges and incorporates paragraphs 1-8 above as though fully set forth herein.

10. At all times relevant herein, Federated maintained a commercial package insurance policy for, Huels Oil, to wit: policy # 9867766 (*hereinafter* the "Policy"). A copy of the Policy is attached hereto as ***Exhibit A*** and incorporated herein by this reference.

11. At the time of the collision, Plaintiff was employed by Huels Oil and operating a vehicle owned by Huels Oil, and was and is therefore covered under the Policy.

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12. The Policy was in full force and effect at the time of the collision and the resulting injuries and damages to Plaintiff.

13. Within the Policy is a provision for underinsured motorist coverage, wherein if Plaintiff was involved in a collision with an underinsured motorist, Federated was obligated to pay Plaintiff for his injuries and damages, up to the policy limits.

14. Plaintiff's underinsured motorist bodily injury coverage limits under the Policy are $500,000.

15. As a result of the collision, Plaintiff suffered damages and injuries well in excess of the Policy's underinsured motorist bodily injury coverage limits, including but not limited to medical bills in excess of $225,000, extreme pain and suffering, and loss of a normal life.

16. With consent from Federated, Plaintiff settled the underlying case against the at-fault driver for the full policy limits of $100,000.

17. Plaintiff has performed all obligations and satisfied all conditions of the Policy on his part to be performed or satisfied.

18. Federated has breached the terms of the Policy by continually refusing to tender the insurance benefits to Plaintiff.

WHEREFORE, Plaintiff, Darren Popejoy, respectfully requests this Court enter judgment in favor of Plaintiff and against Defendant, Federated Mutual Insurance Company, in the amount of the underinsured motorist bodily injury coverage limits under the Policy, for his injuries and damages, attorneys' fees, and for costs of suit incurred herein, and for such other or further relief as the Court deems just.

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**COUNT II – Bad Faith**

19. Plaintiff alleges and incorporates paragraphs 1-18 above as though fully set forth herein.

20. Throughout Plaintiff's underinsured claim with Federated it has been undisputed that Plaintiff was legally entitled to collect damages under the Policy.

21. Pursuant to the Policy, Federated promised to pay damages for bodily injury that its "insured" is legally entitled to recover from the owner of the underinsured vehicle.

22. Federated evaluated Plaintiff's underinsured claim and determined that Plaintiff's damages exceeded the amount that Plaintiff recovered under the at-fault driver's insurance policy.

23. In breach of its contractual duties, Federated:

i. Has determined that Plaintiff is entitled to the Policy's underinsured motorist bodily injury coverage limits of $500,000;

ii. Offered $300,000, a sum which is less than the amount Federated has stated that Plaintiff is entitled to under the Policy; and

iii. Failed to pay the full amount of damages promised to Plaintiff under the underinsured coverage limits contained in the Policy.

24. As a result of Federated's breach, Plaintiff was deprived of the contractually bargained for benefits under the underinsured motorist coverage provision of the Policy, which has compelled Plaintiff to file this claim suit in order to recover his underinsured benefits.

25. Federated does not have a good faith basis for denying Plaintiff the full amount of damages promised to Plaintiff under the underinsured coverage limits contained in the Policy.

26. Federated has never provided a reasonable and accurate explanation, so as to provide a basis for their severely deficient final offer.

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27. Federated's conduct is clearly done in bad faith, and is unreasonable and vexatious.

WHEREFORE, Plaintiff, Darren Popejoy, prays for this Court to enter judgment in favor of Plaintiff and against Defendant, Federated Mutual Insurance Company, in the amount of the underinsured motorist bodily injury coverage limits under the Policy, plus pre-judgment interest, attorneys' fees, and costs, pursuant to 215 ILCS 5/155 and for other relief this Court deems just and proper.

Respectfully submitted,

By: /s/David Cates

David Cates, #6289198
Chad M. Mooney, #6311237
CATES MAHONEY, LLC
216 West Pointe Drive, Suite A
Swansea, IL 62226
Telephone: 618-277-3644
Facsimile: 618-277-7882
E-mail: dcates@cateslaw.com
cmooney@cateslaw.com

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COMMERCIAL PACKAGE POLICY

MUTUAL COMPANY
PARTICIPATING
NONASSESSABLE POLICY

FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: OWATONNA MINNESOTA 55060
PHONE: 507-455-5200

FEDERATED INSURANCE

Policy No. 9867766
Account No. 019-284-9

NAMED INSURED AND MAILING ADDRESS
HUELS OIL COMPANY
PO BOX 66
CARLYLE IL 62231

CERTIFIED TO BE A TRUE AND CORRECT COPY OF A PORTION OF THE ORIGINAL POLICY

Joanne Foxford

RISK ADDRESS (if different than above):
POLICY PERIOD: from 12-31-2014 to 12-31-2015 12:01 A.M. Standard time at the designated business premises.

BUSINESS OPERATIONS:
OPERATES AS: Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THE POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THE POLICY.

THIS POLICY CONSISTS OF ONLY THOSE COVERAGE PARTS SHOWN BELOW. THE PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
BUSINESS AUTO COVERAGE PART

CERTIFIED ACTS OF TERRORISM PREMIUM: $81
TOTAL PROVISIONAL PREMIUM: As Billed

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL-F-26 (07-95)
IL 00 17 (11-98)
IL-F-38 (01-08)
IL 09 52 (03-08)
IL 09 86 (01-07)
CP-F-18 (01-86)
IL-F-31 (09-00)
IL 00 21 (09-08)
IL 09 35 (07-01)
IL-F-27 (08-94)
IL 01 47 (09-11)
IL 01 62 (10-13)

MUTUALS - PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY: No Contingent Liability: This policy is nonassessable. The policyholder is a member of the Company and shall participate, to the extent and upon conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

MUTUALS - MEMBERSHIP AND VOTING NOTICE: The insured is notified that by virtue of this policy, he or she is a member of the Federated Mutual Insurance Company of Owatonna, Minnesota, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office in Owatonna, Minnesota, on the third Tuesday of April in each year at ten o'clock A.M.

In Witness Whereof, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

SECRETARY PRESIDENT Authorized Representative

This Policy consists of: (1) this Declarations; (2) the Declarations and coverage form for each Coverage Part indicated above as being part of this Policy; and (3) all forms and endorsements listed on any of those Declarations.

IL-F-1 (01-86) COMMON POLICY DECLARATIONS Countersigned Date 01-06-2015

EXHIBIT A

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## LOCATION SCHEDULE

1 16320 OLD US HWY 50
CARLYLE IL 62231

2 19402 SANDRIDGE RD
CARLYLE IL 62231

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# COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

**A. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of the cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**C. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

**D. Inspections And Surveys**

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**E. Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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FEDERATED INSURANCE COMPANIES

# TERRORISM RISK INSURANCE ACT

# POLICYHOLDER DISCLOSURE NOTICE

Where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism is shown on the Declarations Page of your policy.

The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurer's liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

**A. Cap on Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is commited by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
FARM COVERAGE PART
STANDARD PROPERTY POLICY

**SCHEDULE**

| | |
|---|---|
| The **Exception Covering Certain Fire Losses** (Paragraph **D.**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy: | |
| **State(s)** | **Coverage Form, Coverage Part Or Policy** |
| Any state in which there is a standard fire policy statute or regulation that does not contain an exception for terrorism. | The following Coverage Parts if included within this policy: 1) Commercial Property Coverage Part<br>2) Commercial Inland Marine Coverage Part - only for those states in which there is a standard fire policy statute or regulation applicable to inland marine insurance that does not contain an exception for terrorism. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Applicability Of The Provisions Of This Endorsement**

**1.** The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

**a.** The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or

**b.** A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

**(1)** Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

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(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of the endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:

a. Use or threat of force or violence; or

b. Commission or threat of a dangerous act; or

c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

**EXCLUSION OF TERRORISM**

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

D. **Exception Covering Certain Fire Losses**

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

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**E. Application Of Other Exclusions**

1. When the Exclusion Of Terrorism applies in accordance with the terms of **C.1.** or **C.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# COMMERCIAL PACKAGE POLICY ENDORSEMENT

### ADDITIONAL NAMED INSURED ENDORSEMENT

The first Named Insured shown in the Declarations includes the person(s) or organization(s) designated below, subject to the following additional Common Policy Conditions:

1. The first Named Insureds shown in the Declarations is authorized to act for additional named insured(s) in all matters relating to this insurance.
2. If the first Named Insured shown in the Declarations becomes insolvent or bankrupt, the additional named insured(s) agree to pay us any premium for this insurance.
3. This endorsement will not waive any rights of recovery as a claimant which would be valid, if not shown as an additional named insured.
4. Knowledge or discovery by any insured (including any partner or officer) shall be considered knowledge or discovery made by all insureds.
5. The first Named Insured shown in the Declarations declares that all firms named in the policy (named insureds and additional named insureds) are owned or financially controlled by the same interests.

**Names of Additional Named Insureds:**

| Entity No. | Name of Insured | Entity Type | F.E.I.N |
|---|---|---|---|
| 1 | HUELS OIL COMPANY | Corporation | 37-1261943 |

FEDERATED MUTUAL INSURANCE COMPANY
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

All other terms of this policy remain unchanged.

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

# RETAINED AMOUNT AND REIMBURSEMENT ENDORSEMENT

This Endorsement changes the Insurance under the coverage parts or policies shown below, and is effective on the inception date of the policy.

COMMERCIAL PROPERTY COVERAGE PART (except Systems Breakdown Endorsement and Mine Subsidence Insurance)
COMMERCIAL INLAND MARINE COVERAGE PART (except Systems Breakdown Endorsement)
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE PART
AUTO DEALERS COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
BUSINESS ERRORS AND OMISSIONS POLICY
EMPLOYMENT RELATED PRACTICES LIABILITY POLICY

Under this Endorsement "you" agree to reimburse "us" for a portion of those amounts which "we" are required to pay to "you", or to others on "your" behalf, under the terms of any of the applicable above-referenced coverage parts or policies. The amounts "you" agree to reimburse "us" are detailed in this Endorsement.

**Retained Amount and Agreed Reimbursement**

If "we" make a payment of any benefits to "you", or to others on "your" behalf, under any of the above-referenced coverage parts or policies, "you" agree to reimburse "us" for up to the first $25,000 of that payment (the Retained Amount). "You" must reimburse "us" for up to the Retained Amount for each payment "we" make as a result of each "loss", subject to the Policy Period Aggregate. Any deductible, co-insurance or other condition that reduces the amounts payable by "us" under these coverage parts or policies will not contribute in any way to "your" obligation to reimburse "us" up to the Retained Amount.

"Your" obligation to reimburse "us" applies to all payments made by "us" to "you", or to others on "your" behalf, under any of the above-referenced coverage parts or policies, including, but not limited to, all payments of damage, settlement, costs of investigation, court costs, attorney fees, defense costs or other supplemental payments as may be required by any of the above-referenced coverage parts or policies.

**Policy Period Aggregate**

The most "you" are required to reimburse "us" under this Endorsement during any one period, regardless of the number of "losses", is $25,000 (the Policy Period Aggregate). Amounts paid by "you" which "we" would otherwise be obligated to pay under the terms of any of the above-referenced coverage parts or policies as a result of a "loss" reported to "us" within sixty (60) days after its discovery by "you" or any of "your" officers or managers will count as a payment by "you" toward the Retained Amount and will be credited to the Policy Period Aggregate. But any payment made by "you" in response to any "loss" reported to "us" more than sixty (60) days after its discovery by "you" or any of "your" officers or managers will not count as a payment by "you" toward the Retained Amount, and will not be credited to the Policy Period Aggregate.

If "we" make a payment of benefits to "you", or to others on "your" behalf, under the terms of any of the above-referenced coverage parts or policies as a result of a "loss" reported to "us" more than sixty (60) days after its discovery by "you" or any of "your" officers or managers, "you" must reimburse "us" for up to the Retained Amount, but "your" reimbursement to "us" will not be credited to the Policy Period Aggregate.

**Recovery from Others**

"Your" rights to recover from another amounts paid under any of the above-referenced coverage parts or policies, including those amounts paid within the Retained Amount, are transferred to "us". "You" will do everything necessary to protect those rights for "us" and to help "us" enforce them.

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If "we" recover any payment made under this Insurance from another, the amount "we" recover will first be applied to the costs and expenses incurred by "us" in making the recovery, and next to any payments made by "us" in excess of the Retained Amount. Only the remainder of that recovery, if any, will be credited to the Retained Amount.

**Payment Of Retained Amount - Your Duties**

"You" must pay to "us" the amounts due under this Endorsement immediately upon "our" notification to "you" that "we" have made payment within the Retained Amount and that "we" are unable to recover payment from any other source. "You" agree that "our" decision is final on whether "we" are able to recover payment from any other source.

The first Named Insured in the Declarations agrees and is required to pay all amounts payable under the terms of this Endorsement on behalf of all insureds. Each Insured is jointly and severally liable for all amounts payable under the terms of this Endorsement.

**How this Endorsement Affects Your Limits of Coverage**

This Endorsement does not reduce the Limits of Insurance specified separately on the policy for each coverage period.

**Definitions**

When used in this Endorsement, these terms have the following meanings:

"You" and "your" means any Named Insured, other insured or additional insured under any of the above-referenced coverage parts or policies.

"We", "us" and "our" means the company identified in the Declarations as having issued the coverage part or policy under which payment of benefits was made.

"Loss" or "losses" means any circumstance which would lead to an obligation by "us" to pay benefits to "you", or to others on "your" behalf, under the terms of any of the above-referenced coverage parts or policies.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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"Source material", "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

**A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.

**1.** The failure, malfunction or inadequacy of:

**a.** Any of the following, whether belonging to any insured or to others:

**(1)** Computer hardware, including microprocessors;

**(2)** Computer application software;

**(3)** Computer operating systems and related software;

**(4)** Computer networks;

**(5)** Microprocessors (computer chips) not part of any computer system; or

**(6)** Any other computerized or electronic equipment or components; or

**b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

**2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.

**B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:

**1.** In a Covered Cause of Loss under the Boiler And Machinery Coverage Part, the Commercial Crime Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or

**2.** Under the Commercial Property Coverage Part:

**a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or

**b.** In a Covered Cause of Loss under the Causes Of Loss - Basic Form or the Causes Of Loss - Broad Form;

we will pay only the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.

**C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXCLUSION - ASBESTOS OR LEAD

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
BUSINESSOWNERS POLICY
PRINTERS ERRORS AND OMISSIONS POLICY
BUSINESS ERRORS AND OMISSIONS POLICY

## PROVISIONS

This insurance does not apply to any injury, damage, loss, cost, payment or expense, including, but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of asbestos or lead, asbestos or lead compounds or asbestos or lead which is or was contained or incorporated into any material or substance. This exclusion applies, but is not limited to:

1. Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
2. Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such injury or damage, loss, cost, payment or expense; or
3. Any request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of asbestos or lead, asbestos or lead compounds or materials or substances containing asbestos or lead.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ILLINOIS CHANGES - CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

**A.** The term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under Illinois law.

**B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of such Named Insured's household, including a ward or foster child; or
2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage - Broadened Coverage For Named Individual Endorsement is attached.

**C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of your household, including a ward or foster child.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ILLINOIS CHANGES - DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART - LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART - MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

**A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Employment-related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and
5. Coverage **C** - Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

**B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

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Policy Number: 9867766

# DECLARATIONS

## BUSINESS AUTO COVERAGE PART

ITEM ONE - NAMED INSURED and Address - Refer to COMMON POLICY DECLARATIONS

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This coverage part provides only those coverages for which an "X" is shown in the Coverages Provided Column below. Each of these coverages will apply to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION ONE - COVERED AUTOS of the Business Auto Coverage Form.

| COVERAGES | COVERED AUTOS (Entry of one or more symbols shows which "autos" are covered "autos") | LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS | COVERAGES PROVIDED |
|---|---|---|---|
| Covered Autos Liability | 1 | $1,000,000 | X |
| Personal Injury Protection (or equivalent No-fault cov.) | | Separately stated in each P.I.P. Endorsement | |
| Added Personal Injury Protection (or equivalent No-fault cov.) | | Separately stated in each P.I.P. Endorsement | |
| Property Protection (Michigan only) | | Separately stated in the P.P.I. Endorsement<br>$ Deductible (Nil if nothing shown) | |
| Auto Medical Payments | 2A | $2,000 | X |
| Uninsured Motorists | 2A | $500,000 | X |
| Underinsured Motorists | 2A | $500,000 | X |
| Physical Damage Comprehensive Coverage | 2A | Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the auto schedule for each covered "auto" for all "loss" except fire or lightning. | X |
| Physical Damage Specified Causes of Loss Coverage | | Actual Cash Value or Cost of Repair, whichever is less, minus $25 Deductible for each covered "auto" for "loss" caused by mischief or vandalism. | |
| Physical Damage Collision Coverage | 2A | Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the auto schedule for each covered "auto". | X |

DESCRIPTION OF ADDITIONAL COVERED AUTO DESIGNATION SYMBOLS

Symbol 10 = EXCLUDING ANY "AUTO" NOT HAVING AN ACTUAL CASH VALUE OF AT LEAST

Symbol 11 =

Symbol 12 =

Symbol 13 =

ITEM THREE - SCHEDULE OF COVERED "AUTOS" YOU OWN - REFER TO AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUM - LIABILITY INSURANCE

| State | Estimated Cost of Hire For Each State | Rate Per Each $100 Cost of Hire |
|---|---|---|
| | IF ANY | |

Cost of hire means the total amount you incur for the hire of "autos" you do not own (not including "autos" you borrow or rent from your employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY: Rating Basis - Number of Employees: 30

FORMS AND ENDORSEMENTS APPLICABLE: SEE SCHEDULE ATTACHED

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## SCHEDULE OF FORMS AND ENDORSEMENTS

| Title as on Form or Endorsement | Form Edition |
|---|---|
| Declarations - Business Auto Coverage | CA-F-1 (10-13) |
| Automobile Schedule - Part 1 | CA-F-70 PT.1 (11-01) |
| Business Auto Coverage Form | CA 00 01 (10-13) |
| Driver Excluded | CA-F-83 (10-13) |
| Additional Insured Endorsement | CA-F-75 (10-13) |
| Loss Payable Clause And Certificate | CA-F-9 (06-93) |
| Illinois Uninsured Motorists Coverage | CA 21 30 (10-13) |
| Illinois Underinsured Motorists Coverage | CA 21 38 (10-13) |
| Uninsured And Underinsured Motorists Amendment | CA-F-81 (IL) (10-13) |
| Wrong Delivery of Liquid Products | CA 23 05 (10-13) |
| Exclusion of Terrorism Involving Nucl, Bio, or Chem Terrorism | CA 23 85 (10-13) |
| Silica or Silica-Related Dust Exclusion for Covered Autos Exposure | CA 23 94 (10-13) |
| Auto Medical Payments Coverage | CA 99 03 (10-13) |
| Pollution Liability - Broadened Coverage For Covered Autos - Business Auto | CA 99 48 (10-13) |
| Limited Worldwide Coverage for Hired Autos | CA-F-115 (10-13) |
| Blanket Waiver Of Transfer Of Rights Of Recovery | CA-F-128 (03-03) |
| Combined Physical Damage and Cargo Deductible | CA-F-138 (07-10) |
| Auto Medical Payments Amendment (Reinstatement Of Subrogation Cond) | CA-F-82 (10-13) |
| Vicarious and Broadened Auto Liability Coverage | CA-F-102 (10-13) |
| Endorsement For Motor Carrier Policies | MCS-90 (09-09) |
| Illinois Changes | CA 01 20 (10-13) |
| Limited Mexico Coverage | CA 01 21 (10-13) |
| Loss Payment Options - Physical Damage Coverage | CA-F-107 (11-01) |
| Summary of State minimum Auto Liability Limits | CA-F-118 (11-01) |
| Crane Load Capacity Exclusion | CA-F-124 (10-13) |
| Business Auto Amendatory Endorsement | CA-F-5 (10-13) |
| Illinois Changes - Cancellation And Nonrenewal | CA 02 70 (10-13) |

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# FEDERATED MUTUAL INSURANCE COMPANY

## AUTOMOBILE SCHEDULE - Part 1

| DESCRIPTION | | | COMMERCIAL VEHICLES See Key Below | | | | PRIVATE PASSENGER | | RATING FACTORS | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Vehicle Number | Year, Make, Size Gallonage and Body type | Vehicle ID Number | R | G W | B U | A M | Bus. Use | Miles to Work | Cost New | Age Grp/ Symb | Comp Ded | Coll Ded | Spec Causes | Garaging Location & ZIP Code and/or Assigned Driver & Birthdate |
| 1# | 1991 CRPR 17' TRLR | P70000SB0MDX01514 | L | | | | | | 5,000 | 12 | 1,000 | 1,000 | | CARLYLE-CLINTON IL 62231 |
| 2# | 1999 JJN 10' TRLR | 4DSUT1012XS025418 | L | | | | | | 5,000 | 12 | 1,000 | 1,000 | | CARLYLE-CLINTON IL 62231 |
| 3 | 1999 FORD F350 | 1FTSW31FXXEA59694 | L | Li | C | | | | 18,000 | 12 | 1,000 | 1,000 | | CARLYLE-CLINTON IL 62231 |
| 4 | 1996 FRHT VAN TRK | 1FV6HFBA2TL554997 | L | H | C | | | | 26,000 | 12 | 1,000 | 1,000 | | CARLYLE-CLINTON IL 62231 |
| 5# | 1990 HEIL TRLR | 1HLA3A7B7L7H55060 | L | | | | | | 40,001 | 12 | 1,000 | 1,000 | | CARLYLE-CLINTON IL 62231 |
| 6# | 1996 FORD 2700 TANK | 1FDXR72C0TFA18814 | L | H | C | 25 | | | 30,000 | 12 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 7# | 2002 FRHT FL50 | 1FVABKAL12HJ72095 | L | E | | 25 | | | 63,000 | 12 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 8# | 2005 PTRB SEMI | 1XPFDU9X45D858396 | L | E | | 75 | | | 60,000 | 11 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 9# | 2001 FREH TRLR | 4JBT042261T008601 | L | | | | | | 40,001 | 12 | 1,000 | 1,000 | | CARLYLE-CLINTON IL 62231 |
| 10# | 2007 PTRB 535TT | 2NPLLZ9X77M683715 | L | E | | 25 | | | 87,000 | 9 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 11 | 2001 FRHT 2700 TANK | 1FVABTAK21HG93017 | L | H | C | 25 | | | 36,000 | 12 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 12 | 2011 PTRB 4500 TANK | 2NP3LN9X3BM111982 | L | E | | 25 | | | 213,000 | 5 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 13# | 2009 PTRB 4500 340 | 2NPRLN0X99M783529 | L | E | | 25 | | | 95,000 | 7 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 14 | 2011 PTRB 4500 TANK | 2NP3LN9X1BM111981 | L | E | | 25 | | | 213,000 | 5 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 15# | 2010 PTRB 4500 TANK | 2NPRLN9X0AM104996 | L | E | | 75 | | | 56,000 | 6 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 16# | 2013 PTRB SEMI | 1XPWD49X4DD180537 | L | E | | 75 | | | 121,000 | 3 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 17# | 2013 PTRB 4500 TANK | 2NP3LN0XADM179781 | L | E | | 25 | | | 130,000 | 3 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 18 | 2001 FORD ECONOLINE | 1FTSS34F51HA12859 | L | Li | C | | | | 25,000 | 12 | 1,000 | 1,000 | | CARLYLE-CLINTON IL 62231 |
| 19 | 2011 FORD F150 | 1FTFW1ET1BFB10301 | L | Li | C | | | | 34,000 | 5 | 1,000 | 1,000 | | CARLYLE-CLINTON IL 62231 |
| 20# | 2010 CHEV HHR | 3GCAAADB3A5517712 | L | Li | C | | | | 21,000 | 6 | 1,000 | 1,000 | | CARLYLE-CLINTON IL 62231 |

Continued on Next Page

# - This Vehicle ID number is incorrect. Please send us the correct Vehicle ID number to ensure proper identification of your vehicle.

| R - Radius of Operation | GW - Gross Weight | BU - Business Use Class | AM - Annual Mileage |
|---|---|---|---|
| L - Local up to 50 miles I - Intermediate 51 to 200 miles D - Long Distance over 200 miles | Li - Light M - Medium H - Heavy E - Extra Heavy | S - Service R - Retail C - Commercial | in Thousands (Truck Tractor only) |

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**FEDERATED MUTUAL INSURANCE COMPANY**

## AUTOMOBILE SCHEDULE - Part 1

| DESCRIPTION | | | COMMERCIAL VEHICLES | | | | PRIVATE PASSENGER | | RATING FACTORS | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | See Key Below | | | | | Miles | | | | | | |
| Vehicle Number | Year, Make, Size Gallonage and Body type | Vehicle ID Number | R | GW | BU | AM | Bus. Use | to Work | Cost New | Age Grp/ Symb | Comp Ded | Coll Ded | Spec Causes | Garaging Location & ZIP Code and/or Assigned Driver & Birthdate |
| 21 | 2010 CHEV HHR | 3GNBABDB5AS502369 | L | LI | C | | | | 21,000 | 6 | 1,000 | 1,000 | | CARLYLE-CLINTON IL 62231 |
| 22# | 2015 PTRB 4500 TANK | 2NP3LJ0X3FM179744 | L | E | | 25 | | | 225,680 | 1 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 23# | 2015 PTRB SEMI | 1XPWD40X0FD208742 | L | E | | 75 | | | 122,000 | 1 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 24# | 2015 PTRB SEMI | 1XPWE49X2FD208743 | L | E | | 75 | | | 122,000 | 1 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 25# | 2005 BEAL 4500 TRLR | 1BNT44225P031082 | L | | | | | | 58,000 | 11 | 1,000 | 1,000 | | CARLYLE-CLINTON IL 62231 |
| 26# | 2005 FRHT CRANE TRK | 1FVHC5CV25HU62913 | L | E | | | | | 41,000 | 11 | 2,500 | 2,500 | | CARLYLE-CLINTON IL 62231 |
| 27 | 2000 GDAN BOX TRLR | 1GRAA9622YS041802 | L | | | | | | 20,000 | 12 | 1,000 | 1,000 | | CARLYLE-CLINTON IL 62231 |

# - This Vehicle ID number is incorrect. Please send us the correct Vehicle ID number to ensure proper identification of your vehicle.

| R - Radius of Operation | GW - Gross Weight | BU - Business Use Class | AM - Annual Mileage |
|---|---|---|---|
| L - Local up to 50 miles I - Intermediate 51 to 200 miles D - Long Distance over 200 miles | LI - Light M - Medium H - Heavy E - Extra Heavy | S - Service R - Retail C - Commercial | In Thousands (Truck Tractor only) |

# BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

**A. Description Of Covered Auto Designation Symbols**

| Symbol | Description Of Covered Auto Designation Symbols | |
|---|---|---|
| 1 | Any "Auto" | |
| 2 | Owned "Autos" Only | Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins. |
| 3 | Owned Private Passenger "Autos" Only | Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins. |
| 4 | Owned "Autos" Other Than Private Passenger "Autos" Only | Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins. |
| 5 | Owned "Autos" Subject To No-fault | Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged. |
| 6 | Owned "Autos" Subject To A Compulsory Uninsured Motorists Law | Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement. |
| 7 | Specifically Described "Autos" | Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three). |
| 8 | Hired "Autos" Only | Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households. |
| 9 | Non-owned "Autos" Only | Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs. |

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| | | |
|---|---|---|
| 19 | Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only | Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. |

**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

## SECTION II – COVERED AUTOS LIABILITY COVERAGE

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. **Who Is An Insured**

   The following are "insureds":

   a. You for any covered "auto".
   b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
      (1) The owner or anyone else from whom you hire or borrow a covered "auto".

      This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. **Coverage Extensions**

a. **Supplementary Payments**

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. **Out-of-state Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. **Exclusions**

This insurance does not apply to any of the following:

1. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. **Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. **Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

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4. **Employee Indemnification And Employer's Liability**

   "Bodily injury" to:

   a. An "employee" of the "insured" arising out of and in the course of:

      (1) Employment by the "insured"; or

      (2) Performing the duties related to the conduct of the "insured's" business; or

   b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

   This exclusion applies:

      (1) Whether the "insured" may be liable as an employer or in any other capacity; and

      (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. **Fellow Employee**

   "Bodily injury" to:

   a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

   b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. **Care, Custody Or Control**

   "Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. **Handling Of Property**

   "Bodily injury" or "property damage" resulting from the handling of property:

   a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

   b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. **Movement Of Property By Mechanical Device**

   "Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. **Operations**

   "Bodily injury" or "property damage" arising out of the operation of:

   a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or

   b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. **Completed Operations**

   "Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

   In this exclusion, your work means:

   a. Work or operations performed by you or on your behalf; and

   b. Materials, parts or equipment furnished in connection with such work or operations.

   Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

   Your work will be deemed completed at the earliest of the following times:

      (1) When all of the work called for in your contract has been completed;

      (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

      (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**11. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

**a.** That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

**b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

**c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**12. War**

"Bodily injury" or "property damage" arising directly or indirectly out of:

**a.** War, including undeclared or civil war;

**b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

**c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**13. Racing**

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

**C. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

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All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

## SECTION III - PHYSICAL DAMAGE COVERAGE

**A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:
   a. **Comprehensive Coverage**
      From any cause except:
      (1) The covered "auto's" collision with another object; or
      (2) The covered "auto's" overturn.
   b. **Specified Causes Of Loss Coverage**
      Caused by:
      (1) Fire, lightning or explosion;
      (2) Theft;
      (3) Windstorm, hail or earthquake;
      (4) Flood;
      (5) Mischief or vandalism; or
      (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
   c. **Collision Coverage**
      Caused by:
      (1) The covered "auto's" collision with another object; or
      (2) The covered "auto's" overturn.
2. **Towing**
   We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.
3. **Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**
   If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:
   a. Glass breakage;
   b. "Loss" caused by hitting a bird or animal; and
   c. "Loss" caused by falling objects or missiles.
   However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.
4. **Coverage Extensions**
   a. **Transportation Expenses**
      We will pay up to $20 per day to a maximum of $600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
   b. **Loss Of Use Expenses**
      For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
      (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
      (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

**B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

   a. **Nuclear Hazard**

      (1) The explosion of any weapon employing atomic fission or fusion; or

      (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

   b. **War Or Military Action**

      (1) War, including undeclared or civil war;

      (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

      (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

   a. Wear and tear, freezing, mechanical or electrical breakdown.

   b. Blowouts, punctures or other road damage to tires.

   This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

   a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

   b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

   c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

   d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

   a. Permanently installed in or upon the covered "auto";

   b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

   c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

   d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

**C. Limit Of Insurance**

1. The most we will pay for:

   a. "Loss" to any one covered "auto" is the lesser of:

      (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

      (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

   b. All electronic equipment that reproduces receives or transmits audio, visual or data signals in any one "loss" is $1,000 if, at the time of "loss", such electronic equipment is:

      (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or

(3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

**SECTION IV - BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

**A. Loss Conditions**

1. **Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. **Legal Action Against us**

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

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4. **Loss Payment - Physical Damage Coverages**

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. **General Conditions**

1. **Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. **Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee - Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. **Policy Period, Coverage Territory**

   Under this Coverage Form, we cover "accidents" and "losses" occurring:

   a. During the policy period shown in the Declarations; and

   b. Within the coverage territory.

   The coverage territory is:

   (1) The United States of America;

   (2) The territories and possessions of the United States of America;

   (3) Puerto Rico;

   (4) Canada; and

   (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

   provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

   We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. **Two Or More Coverage Forms Or Policies Issued By Us**

   If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION V - DEFINITIONS**

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

   1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

   2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

   1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

   2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

   "Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

   a. That are, or that are contained in any property that is:

      (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

      (2) Otherwise in the course of transit by or on behalf of the "insured"; or

      (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

   b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

   c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   a. Power cranes, shovels, loaders, diggers or drills; or
   b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
   a. Equipment designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning;
   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:
   1. Damages because of "bodily injury" or "property damage"; or
   2. A "covered pollution cost or expense";

   to which this insurance applies, are alleged.

   "Suit" includes:
   a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

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FEDERATED INSURANCE COMPANIES

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DRIVER EXCLUDED

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

The person designated below is excluded from any coverage provided under this policy or any renewal or replacement thereof when operating, driving or using motor vehicle designed for travel on public roads. This coverage exclusion is applicable to all insureds of this policy when the excluded person is operating, driving or using any motor vehicle designed for travel on public roads.

We shall not be liable for "accidents", damages, "losses" or claims arising out of the operation, driving or use by the excluded person of any motor vehicle designed for travel on public roads, whether or not the operation, driving or use was with the express or implied permission of a person insured under this policy.

Excluded Person BENJAMIN HUELS

Previously Signed On File
Signature of Excluded Person

I accept this endorsement and acknowledge that the Named Insured may be held liable for "accidents", damages, "losses" or claims arising out of the operation, driving or use of any motor vehicle designed for travel on public roads by the excluded person.

Accepted by the Named Insured Previously Signed On File
Signature of Authorized Representative of the Named Insured

Date ____________________

Account Number 019-284-9

Named Insured
HUELS OIL COMPANY
PO BOX 66
CARLYLE IL 62231

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
HUELS OIL COMPANY
PO BOX 66
CARLYLE IL 62231

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

   Relationship of the Additional Insured to the Insured:

   AS PER TERMINAL ACCESS AGREEMENT BETWEEN CITGO PETROLEUM CORPORATION AND HUELS OIL COMPANY.

Additional Insured Name and Address:

CITGO PETROLEUM CORPORATION
PO BOX 4689
HOUSTON TX 77210

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
HUELS OIL COMPANY
PO BOX 66
CARLYLE IL 62231

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

   Relationship of the Additional Insured to the Insured:

   AS PER TERMINAL ACCESS AGREEMENT BETWEEN CENTER TERMINAL CO HARTFORD AND HUELS OIL COMPANY.

Additional Insured Name and Address:

CENTER TERMINAL CO HARTFORD
600 MASON RIDGE CENTER DR
SAINT LOUIS MO 63141

2017L000160

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FEDERATED INSURANCE COMPANIES

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
HUELS OIL COMPANY
PO BOX 66
CARLYLE IL 62231

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

   Relationship of the Additional Insured to the Insured:

   AS PER TERMINAL ACCESS AGREEMENT BETWEEN MARATHON PETROLEUM CO LP AND ITS AFFILIATES AND HUELS OIL COMPANY.

Additional Insured Name and Address:

MARATHON PETROLEUM CO LP & ITS AFFILIATES
TITLE & CONTRACT DEPT RM-1123
539 S MAIN ST
FINDLAY OH 45840

2017L000160

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
HUELS OIL COMPANY
PO BOX 66
CARLYLE IL 62231

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

AS PER TERMINAL ACCESS AGREEMENT BETWEEN MAGELLAN MIDSTREAM PARTNERS LP AND HUELS OIL COMPANY. ADDITIONAL INSUREDS ALSO INCLUDE: MAGELLAN MIDSTREAM PARTNERS LP ITS PARENT, SUBSIDIARY AND AFFILIATED COMPANIES.

Additional Insured Name and Address:

MAGELLAN MIDSTREAM PARTNERS LP
P O BOX 22186
TULSA OK 74121

2017L000160

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
HUELS OIL COMPANY
PO BOX 68
CARLYLE IL 62231

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

   Relationship of the Additional Insured to the Insured:

   AS PER TERMINAL ACCESS AGREEMENT BETWEEN BUCKEYE TERMINALS AND HUELS OIL COMPANY.

Additional Insured Name and Address:

BUCKEYE TERMINALS
5002 BUCKEYE RD
EMMAUS PA 18049

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FEDERATED INSURANCE COMPANIES

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
HUELS OIL COMPANY
PO BOX 66
CARLYLE IL 62231

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

   Relationship of the Additional Insured to the Insured:

   AS PER TERMINAL ACCESS AGREEMENT BETWEEN BP CARD MANAGEMENT AND HUELS OIL COMPANY. ADDITIONAL INSUREDS ALSO INCLUDE: BP US TERMINALS.

Additional Insured Name and Address:

BP CARD MANAGEMENT
150 W WARRENVILLE RD
NAPERVILLE IL 60563

Insured Copy

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
HUELS OIL COMPANY
PO BOX 66
CARLYLE IL 62231

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

   Relationship of the Additional Insured to the Insured:

   AS PER TERMINAL ACCESS AGREEMENT BETWEEN MEIOCO TERMINAL INC AND HUELS OIL COMPANY.

Additional Insured Name and Address:

MEIOCO TERMINAL INC
PO BOX 8
ASHKUM IL 60911

Insured Copy

**FEDERATED INSURANCE COMPANIES**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
HUELS OIL COMPANY
PO BOX 66
CARLYLE IL 62231

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

   Relationship of the Additional Insured to the Insured:

   AS PER TERMINAL ACCESS AGREEMENT BETWEEN HARTFORD WOOD RIVER TERMINAL LLC AND HUELS OIL COMPANY.

Additional Insured Name and Address:

HARTFORD WOOD RIVER TERMINAL
LLC
PO BOX 484
ALTON IL 62002

Insured Copy

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
HUELS OIL COMPANY
PO BOX 66
CARLYLE IL 62231

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

   Relationship of the Additional Insured to the Insured:

   AS PER TERMINAL ACCESS AGREEMENT BETWEEN HWRT TERMINAL-NORRIS CITY LLC AND HUELS OIL COMPANY.

Additional Insured Name and Address:

HWRT TERMINAL NORRIS CITY LLC
PO BOX 484
ALTON IL 62002

Insured Copy

FEDERATED INSURANCE COMPANIES

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
HUELS OIL COMPANY
PO BOX 66
CARLYLE IL 62231

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

AS PER TERMINAL ACCESS AGREEMENT BETWEEN CONOCO PHILLIPS COMPANY & ITS AFFILIATES AND HUELS OIL COMPANY.

Additional Insured Name and Address:

CONOCO PHILLIPS COMPANY AND
ITS AFFILIATES
600 N DAIRY ASHFORD RD
HOUSTON TX 77079

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**FEDERATED INSURANCE COMPANIES**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:
HUELS OIL COMPANY
PO BOX 66
CARLYLE IL 62231

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

   Relationship of the Additional Insured to the Insured:

   RE: DELIVERY OF FUEL.

Additional Insured Name and Address:

MEYER OIL COMPANY INC
1505 W MAIN ST
TEUTOPOLIS IL 62467

Insured Copy

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# LOSS PAYABLE CLAUSE AND CERTIFICATE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

**Insured:**
HUELS OIL COMPANY
PO BOX 66
CARLYLE IL 62231

**POLICY PERIOD:** from 12-31-2014 to 12-31-2015

THIS CERTIFIES THAT THE "AUTO" DESCRIBED BELOW IS INSURED BY US FOR THE COVERAGES INDICATED:

| Unit No. | Vehicle Description | Vehicle Identification Number (VIN) | Comp. Ded. | Coll. Ded. | Spec. Causes Ded. | Stated Amount Limit |
|---|---|---|---|---|---|---|
| 3 | 1999 FORD F350 | 1FTSW31FXXEA59694 | $1,000 | $1,000 | | |
| 6 | 1996 FORD 2700 TANK | 1FDXR72C0TFA18814 | $2,500 | $2,500 | | |
| 8 | 2005 PTRB SEMI | 1XPFDU9X45D858396 | $2,500 | $2,500 | | |
| 9 | 2001 FREH TRLR | 4JBT042261T008601 | $1,000 | $1,000 | | |
| 10 | 2007 PTRB 335TT | 2NPLLZ9X77M683715 | $2,500 | $2,500 | | |
| 15 | 2010 PTRB 4500 TANK | 2NPRLN9X0AM104996 | $2,500 | $2,500 | | |
| 17 | 2013 PTRB 4500 TANK | 2NP3LN0XADM179701 | $2,500 | $2,500 | | |
| 23 | 2015 PTRB SEMI | 1XPWD40X0FD208742 | $2,500 | $2,500 | | |
| 24 | 2015 PTRB SEMI | 1XPWE49X2FD208743 | $2,500 | $2,500 | | |

Coverages are on an ACTUAL CASH VALUE or cost of repair basis, whichever is less, minus the deductible shown for each covered "auto." If a STATED AMOUNT is indicated, the most we will pay for any one "accident" or "loss" is the limit shown. Coverage is only applicable when an entry is made in the deductible or limit column.

## LOSS PAYABLE CLAUSE

**A.** We will pay you and the loss payee named in this endorsement for a covered "loss" to a covered "auto", as interest may appear.

**B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.

**C.** We may cancel the policy by providing at least 10 days advance written notice, or more, as may be allowed by the CANCELLATION Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.

**D.** If we make any payment to the loss payee, we will obtain their rights against any other party.

FARMERS STATE BANK
PO BOX 380
HOFFMAN IL 62250

**FEDERATED MUTUAL INSURANCE COMPANY**
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

SECRETARY

PRESIDENT

Insured Copy

POLICY NUMBER: 9867766

COMMERCIAL AUTO
CA 21 30 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ILLINOIS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in Illinois, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:** 12-31-2014

**SCHEDULE**

| | | |
|---|---|---|
| **Limit Of Insurance:** | **$ SEE DECLARATIONS** | **Each "Accident"** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | |

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
   d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because its breakdown, repair, servicing, "loss" or destruction.

b. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form:

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

**C. Exclusions**

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages.
6. "Bodily injury" arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**D. Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Insurance shown in the Schedule or Declarations.

   We will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

   a. $20,000 for "bodily injury" to any one person caused by any one "accident"; and
   b. $40,000 for "bodily injury" to two or more persons caused by any one "accident".

   This provision will not change our total limit of liability.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

**E. Changes In Conditions**

The Conditions are changed for Uninsured Motorists Insurance Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this Coverage Form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved; and

b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

**Legal Action Against Us**

a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph **3.b.** does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.

4. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.

5. The following conditons are added:

**Reimbursement And Trust**

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

**Arbitration**

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law.

If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.

c. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:

(1) Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.

(2) Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceedings, local rules of law as to arbitration procedure and evidence will apply.

d. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:

(1) $50,000 for "bodily injury" to any one person/$100,000 for "bodily injury" to two or more persons caused by any one "accident"; or

(2) The Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.

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POLICY NUMBER: 9867766

COMMERCIAL AUTO
CA 21 38 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ILLINOIS UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Illinois, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:** 12-31-2014

**SCHEDULE**

| | | |
|---|---|---|
| **Limit Of Insurance:** | **$ SEE DECLARATIONS** | **Each "Accident"** |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".

2. We will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements, unless:

   a. We have been given prompt written notice of a "tentative settlement" and decide to advance payment to the "insured" in an amount equal to that "tentative settlement" within 30 days after receipt of notification; or

   b. We and an "insured" have reached a "settlement agreement".

3. Any judgment for damages arising out of a "suit" brought without written notice to us is not binding on us.

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

   a. The Named Insured and any "family members".

   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

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c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.

d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability Coverage under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability Coverage under the Coverage Form.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

**C. Exclusions**

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer under any workers' compensation, disability benefits or similar law.

2. "Bodily injury" sustained by:

a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

4. Punitive or exemplary damages.

5. "Bodily injury" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**D. Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in this endorsement.

2. Except in the event of a "settlement agreement", the Limit of Insurance for this coverage shall be reduced by all sums paid or payable:

a. By or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.

b. Under any workers' compensation, disability benefits or similar law. However, the Limit of Insurance for this coverage shall not be reduced by any sums paid or payable under Social Security disability benefits.

c. Under any automobile medical payments coverage.

3. In the event of a "settlement agreement", the maximum Limit of Insurance for this coverage shall be the amount by which the Limit of Insurance for this coverage exceeds the limits of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form.

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**E. Changes In Conditions**

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this Coverage Form is provided:

      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Give us written notice of a "tentative settlement" and allow us to advance payment in an amount equal to that settlement within 30 days after receipt of notification to preserve our rights against the owner or operator of the "underinsured motor vehicle".

   b. File "suit" against the owner or operator of the "underinsured motor vehicle" prior to the conclusion of a "settlement agreement". Such "suit" cannot be abandoned or settled without giving us written notice of a "tentative settlement" and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle".

   c. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

   **Legal Action Against Us**

   a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

   b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph **3.b.** does not apply if, within two years after the date of the "accident":

      (1) Arbitration proceedings have commenced in accordance with the provisions of this Coverage Form; or

      (2) The "insured" has filed an action for "bodily injury" against the owner or operator of an "underinsured motor vehicle", and such action is:

         (a) Filed in a court of competent jurisdiction; and

         (b) Not barred by the applicable state statute of limitations.

   In the event that the two-year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

4. The following is added to **Transfer Of Rights Of Recovery Against Others To Us:**

   **Transfer Of Rights Of Recovery Against Others To Us** does not apply to damages caused by an "accident" with an "underinsured motor vehicle" if we:

   a. Have been given written notice of a "tentative settlement" between an "insured" and the insurer of an "underinsured motor vehicle"; and

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b. Fail to advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of the notice.

If we advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notice:

a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

b. We will also have a right to recover the advanced payment.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

5. The following conditions are added:

**Reimbursement And Trust**

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

However, in the event of a "settlement agreement", we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle".

**Arbitration**

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. **Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Settlement agreement" means we and an "insured" agree that the "insured" is legally entitled to recover, from the owner or operator of the "underinsured motor vehicle", damages for "bodily injury" and, without arbitration, agree also as to the amount of damages. Such agreement is final and binding regardless of any subsequent judgment or settlement reached by the "insured" with the owner or operator of the "underinsured motor vehicle".

4. "Tentative settlement" means an offer from the owner or operator of the "underinsured motor vehicle" to compensate an "insured" for damages incurred because of "bodily injury" sustained in an accident involving an "underinsured motor vehicle".

5. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, but that sum is either less than the Limit of Insurance of this coverage or reduced by payments to other persons resulting from the same "accident" to an amount less than the Limit of Insurance of this coverage. However, "underinsured motor vehicle" does not include any vehicle:

a. Owned or operated by any self-insurer under any applicable motor vehicle law.

b. Owned by a governmental unit or agency.

c. Designed for use mainly off public roads while not on public roads.

d. Which is an "uninsured motor vehicle".

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FEDERATED INSURANCE COMPANIES

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# UNINSURED AND UNDERINSURED MOTORISTS AMENDMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

I. Paragraph **E.5.d** is deleted and replaced in CA 21 30 Illinois Uninsured Motorists Coverage endorsement as follows:

   **d.** If arbitration is not submitted to the American Arbitration Association, only a unanimous decision of all arbitrators will be binding for the amount of damages not exceeding the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law.

   If arbitration is submitted to the American Arbitration Association, and it involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the minimum limit for bodily injury specified by the Illinois Safety Responsibility Law.

II. Paragraph **D.5.b.** is deleted and replaced in CA 21 53 Illinois Uninsured Motorists Coverage - Property Damage endorsement as follows:

   **b.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply.

   If arbitration is not submitted to the American Arbitration Association, only a unanimous decision of all arbitrators will be binding.

   If arbitration is submitted to the American Arbitration Association, and it involves three arbitrators, a decision agreed to by two of the arbitrators will be binding.

III. The Arbitration Condition is deleted from CA 21 38 Illinois Underinsured Motorists Coverage endorsement attached to this policy.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WRONG DELIVERY OF LIQUID PRODUCTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Covered Autos Liability Coverages** is changed by adding the following exclusion:

This insurance does not apply to:

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

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